

1846-007 Chancery Causes: David D. Spivey vs. James T. Loyd  
Lee Co.

CA-Contract Dispute  
T-Property



To The Honorable Samuel O Fulkerson  
Judge of the Circuit Court of Lee County

The Bill of complaint of David  
D Spivey respectfully represents that on the  
12<sup>th</sup> day of February 1852 your orator purchased  
from James T Loyd a certain boundary of land  
situated in Lee County on the North West side of  
Station Creek and on both sides of the main road  
being part of the land conveyed to said Loyd by his  
father to wit all the land thus conveyed lying on  
the North West side of Station Creek for which boundary  
of land your orator gave the said Loyd \$462.50  
and has fully paid up the purchase money and  
the said Loyd executed a title bond to your  
orator for said land binding himself to make  
or cause to be made to your orator a good lawful  
deed for said boundary of land by the 25<sup>th</sup> day  
of December 1852 which title bond is herewith  
filed as part of this bill marked (A), Your  
orator Charges that the said Loyd, although  
often requested so to do, has wholly failed and  
refused to convey the said boundary of land  
to your orator pursuant to his said contract  
and title bond and your orator is  
compelled to resort to the aid of a court  
of equity for the purpose of enforcing a specific  
execution of said contract upon the part of  
said Loyd and your orator being without  
an adequate remedy at Common Law for  
that purpose and releivable only in a court  
of equity this prays therefore is that the said James  
T Loyd be made a party Defendant to this  
bill and be required to make full true and



perfect answer thereto on oath that upon  
a final hearing of the cause a decree be rendered  
by your Honor compelling the said James J  
Loyd specifically to execute his said contract  
with your orator and to convey the said  
boundary of land to your orator described in  
said title bond with covenants of general  
warranty or that in the event of his failure  
to convey as aforesaid that a Commissioner be  
appointed by said decree to make said conveyance  
from said Loyd to your orator and that  
such other further and general relief be  
extended by your Honor to your orator in  
the premises as to justice and equity belongs  
and is suited to his case. May it please  
your Honor to grant the Commonwealth's  
Writ of Sp. directed &c

Kane



(Ans to May 1866) all chs. 149 K

David D Spivey

vs  $\begin{matrix} \text{Z} \\ \text{Z} \\ \text{Z} \end{matrix}$  Bill

James T Loyd

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File bond enclosed

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1861. April Bill filed & Dec  
vise & continued

" May - Bill taken for Confd.

" June - Continued

" July - Contd, Aug Contd,

" Sept. - Contd, Oct. Contd

Nov. Dec. Continued

1862 Jan. Feb. March April Contd

May June July Aug Sept

Oct Nov Dec. Contd

1863 Jan Feb March April May

June July Aug Sept Oct

Nov. and Dec. Continued

1864 - Continued this year

1865 continued this year also

1866 - Jan, Feb, March - Continued

April - set for hearing by Dist,

" April Rule for costs

" Sept. Dismissed for want  
of security



To the Honorable, the Circuit Court of  
Lee County.

The Answer of James T. Saye to a  
bill of Complaint filed in this Court  
against him by David D. Sping, for  
Answer Thinks doth say, that on the 12<sup>th</sup>  
day of February 1852 Resp<sup>t</sup> sold to the Plff.  
the tract of land in the title bond mentioned  
of which an exhibit has been made by the  
Plff with his bill with the exception of a  
small piece of ground which was reserved.  
This reservation was inserted in the said title bond  
and at the foot thereof but it now appears  
that the Plaintiff or his agent meditating  
fraud has cut it off. (But this is only one  
act of his iniquity and injustice, the  
following statement will make his turpitude  
still more manifest.

Your Resp<sup>t</sup> alleges that he has  
long ago to wit in the year 1850 fully  
and substantially performed this contract with  
the Plaintiff as set forth in said title  
bond, in the following manner, to wit,  
The Plaintiff on the day of 1850  
sold to one James H. Spraul in which W.H.H.  
the same and identical tract of land which  
Resp<sup>t</sup> sold him and specified in the  
said title bond at the time he delivered  
it to the Plaintiff. The Plaintiff about  
the time he sold the said land to said J<sup>es</sup> H  
Spraul executed to him his title bond  
binding himself to make or cause to be  
made to the said <sup>W.H.H.</sup> Spraul a good

Spraul became afterwards interested



title to the same by a certain time. When the said James H. Spraul became entitled under his contract to have a deed made to him from the Plaintiff. He demanded the same. And the Plaintiff advising the Respondent of the facts and the sale by him to said <sup>James H.</sup> Spraul, desired and requested your Resp<sup>t</sup> to make the deed for the land which he sold him as aforesaid to the said Sprauls.

Your Respondent consented to do <sup>so</sup> upon the condition that he the Plaintiff would deliver to him his said title bond, to which the Plaintiff consented and said he would deliver him the bond so soon as he executed and delivered the deed to the said Sprauls. And the Plaintiff at the same <sup>time</sup> remarked that the title bond as it then was contained more land than Resp<sup>t</sup> sold to him or in other words that the reservation made by the Resp<sup>t</sup> at the time of sale of the blacksmith shop and a piece of ground around it was omitted in the title bond. Resp<sup>t</sup> answered and said that he believed the exception or reservation was certainly inserted in said title bond. The Plaintiff replied that the ~~was~~ reservation was proper.

Your Respondent then executed, regularly acknowledged, and delivered to the said Sprauls <sup>in pursuance of Plaintiff's request</sup> a good <sup>and</sup> which is herewith filed marked (V) in the presence of the Plaintiff, which deed was satisfactory and to which the Plaintiff made no objection.

Your Resp<sup>t</sup> then demanded his title bond from the Plaintiff but instead of delivering <sup>as he promised to do</sup>, he walked off with it. And now with unblushing effrontery after violating his promise by not delivering the said bond as he undertook to do, and the commission of forgery by effacing the reservation which it contained. He assumes the bold impudence of bringing suit upon it. Conceiving himself as your respondent supposes out of the reach of our law as he resides in Kentucky, and thus live in impunity for the commission of his crimes.

Your Respondent will make full and satisfactory proof of the facts which he states in this answer. And having now fully answered the Plaintiff's bill prays that upon a hearing his bill be dismissed with costs, and the said bond cancelled or ordered to be delivered to Respondent.

Hagan



for J. Lloyd  
also Anson  
David D. Spivy

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know all men by these presents  
to that I James J. Loyd am held and  
firmly bound unto David D. Spivy  
in the penal some of nine  
hundred & twenty five dollars for  
the true payment thereof I bind  
my self my heirs & administrators  
firmly by these presents this the  
12 day of February 1852

The condition of the above obligation  
is such that if ~~the above bound~~  
James J. Loyd shall make or cause to be  
made unto David D. Spivy a good lawful  
Deed by the twenty fifth day of Dec  
one thousand eight hundred & fifty  
two unto a certain tract or parcel  
of land lying in the county of Lee  
and State of Virginia on the North  
west side of Station creek & on the  
South of the old knob lying on  
both sides of the main Road  
it being a part of the land conveyed  
to me by my father to wit all  
the land thus conveyed on the north  
west side of Station creek.



then this obligation to be void  
 other wise to be and remain in  
 full force & virtue in law given  
 under my hand the day & year first  
 above written

James J. Loyd Secy

test

John W. Spivey  
 Sham Handy

James J. Loyd Secy  
 Write Bond to

D. J. Spivey  
 June 25<sup>th</sup> of

Decr 1852

Subscribed to by  
 five ears of land  
 Moon or 1852

(A)

NAME AND CLASS.	
Friday, 1st	Patapsco Institute, 183
" "	Grand Consolidated, 17
Monday, 3d	Patapsco Institute, 184
" "	Washington County, 29
Tuesday, 5th	Patapsco Institute, 185
" "	Susquehanna Canal, 13
Wednesday, 6th	Patapsco Institute, 186
" "	Carroll County, 32
Thursday, 7th	Patapsco Institute, 187
" "	Md. Consolidated, P
Friday, 8th	Patapsco Institute, 188
" "	Grand Consolidated, 18
Saturday, 10th	Patapsco Institute, 189
" "	Washington County, 30
Sunday, 11th	Patapsco Institute, 190
" "	Bel Air, 3
Monday, 12th	Patapsco Institute, 191
Tuesday, 13th	Patapsco Institute, 192
" "	Carroll County, 19
Wednesday, 14th	Patapsco Institute, 193
" "	Md. Consolidated, 194
Thursday, 15th	Patapsco Institute, 195
" "	Grand Consolidated, 196
Friday, 17th	Patapsco Institute, 197
" "	Washington County, 198
Saturday, 18th	Patapsco Institute, 199
" "	Bel Air, 1
Sunday, 19th	Patapsco Institute, 200
" "	Susquehanna Canal, 2
Monday, 20th	Patapsco Institute, 201
Tuesday, 21st	Carroll County, 202
Wednesday, 22d	Patapsco Institute, 203
" "	Md. Consolidated, 204
Thursday, 24th	Patapsco Institute, 205
" "	Washington County, 206
Friday, 25th	Patapsco Institute, 207
" "	Bel Air, 208
Saturday, 26th	Patapsco Institute, 209
" "	Susquehanna Canal, 210
Sunday, 27th	Patapsco Institute, 211
" "	Carroll County, 212
Monday, 28th	Patapsco Institute, 213
" "	Md. Consolidated, 214
Tuesday, 29th	Patapsco Institute, 215
" "	Grand Consolidated, 216
Wednesday, 31st	Patapsco Institute, 217
" "	Washington County, 218



The Commonwealth of Virginia,

WE COMMAND YOU TO SUMMON

TO THE SHERIFF OF LEE COUNTY—GREETING:

*James T. Loya*

to appear before the Judge of the Circuit Court of Lee County, at the Court House, in the Clerk's Office, at

*April* Rules next, to answer *a bill in chancery*  
*exhibited in our said court against him*  
*by David H. Spisay*

And have then there this writ. Witness, RICHARD M. HAMBLIN, Clerk of our said Court, at the Court House,  
this *26<sup>th</sup>* day of *March* 186*1*, in the *85<sup>th</sup>* year of the Commonwealth.

*R. M. Hamblin clk*



(5) /K

David D. Spivy  
vs { Spain chy  
James T. Loyd

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April Rule 1861

Executed by  
Delivering an attested  
office copy  
to the Sept  
John Parsons S. L. C.